

CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.05-245
ANNUAL REQUIREMENTS FOR
SOLID WASTE REMOVAL & DISPOSAL SERVICES
FROM
ILLEGAL DUMPING SITES & NUISANCE ABATEMENTS WITHIN
LANCASTER COUNTY, NE

DATE: November 21, 2005

CONTRACT PERIOD: Nov. 1, 2005 thru Oct. 31, 2006

CONTRACTOR: Paragon Sanitation, Inc.
5401 N. 57th Street
Lincoln, NE 68507

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

COMPANY REPRESENTATIVE: Steve Hatten
TELEPHONE NO: 402-475-8360
FAX No.:
EMAIL ADDRESS: steve@pargonsan.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

As per Contract and Bid Specification 05-245
Dated 9/27/05

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O.: #74800
Dated: 11/17/05

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CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**Annual Requirements for Solid Waste Removal & Disposal
Services from Illegal Dumping Sites & Nuisance Abatements
within Lancaster County, NE**

Specification 05-245

**Contractor:
Paragon Sanitation, Inc
5401 N 57th Street
Lincoln, NE 68507**

**CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 24th day of October 2005, by and between **Paragon Sanitation, Inc.**, 5401 N. 57th Street, Lincoln, NE 68507 hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For all labor, material and equipment necessary for Annual Requirements for Solid Waste Removal & Disposal Services from Illegal Dumping Sites & Nuisance Abatements within Lancaster County, Nebraska and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

As per attached Specification and Proposal

CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. **Term of Agreement is one (1) year from November 15, 2005 thru November 14, 2006 with options to renew for two (2) additional one (1) year periods.**

GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
- *5. The City of Lincoln Standard Specifications for Municipal Construction
 - a. General Conditions
 - b. General Specifications
 - c. Construction & Materials Specifications
- ** 6. The Plans (including the Schedule of Approximate Quantities)
7. The Construction Bonds
8. The Special Provisions

* If project includes paving, water, sewer, sidewalk, lighting or traffic signal work, the City of Lincoln Standard Specifications for Municipal Construction will apply, which are on file in the office of the City Clerk. Copies may be obtained at the Office of the City Engineer.

** The following is an enumeration of the Plans, which are entitled:

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk _____

Mayor _____

Approved by Executive or No. _____
dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Name of Corporation

(Address)

ATTEST:

By: _____
Duly Authorized Official

Secretary (SEAL)

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

NAME

Address

Signature

PROPOSAL
SPECIFICATION NO. 05-245
BID OPENING TIME: 12:00 NOON
DATE: Wednesday, September 28, 2005

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specification numbers _____ through _____ are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from any obligations specified in the bid request. All addenda shall become part of the final contract document.

<u>BIDDING SCHEDULE</u>		
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>RATE/HOUR</u>
1.	LABOR RATE PER EMPLOYEE	\$ <u>25.00/hr</u>
2.	<u>EQUIPMENT RATES:</u>	
2.A	PICKUP TRUCK	\$ <u>25.00/hr + Gate Fee</u>
2.B	PICKUP WITH DUMP BOX	\$ <u>25.00/hr + Gate Fee</u>
2.C	DUMP TRUCK	\$ <u>50.00/hr OR Going Rental Rate</u>
2.D	ROLL-OFF BOX	\$ <u>85.00/pull + Gate Fee</u>
2.F	REAR LOADING COMPACTOR TRUCK	\$ <u>60.00/hr + Gate fee</u>
2.G	FRONT END LOADER/SKID STEER	\$ <u>50.00/hr OR Going Rental Rate</u>
3.	PREFERRED SERVICE AREA WITHIN LANCASTER COUNTY, NEBRASKA (CHECK):	
	() NW () NE () SW () SE (X) ALL	

A \$5000.00 Performance Bond is Required at the time of acceptance of this contract.

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

Contract Extension Renewal is an option:

Yes X
No _____

INTER-LOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

X YES NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: STEVE A. HATTEN
TITLE: Pres
PHONE NO. 475-8360

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City/County, and to enter into a contract if this proposal is accepted.

NOTE:

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:
SEALED BID FOR SPEC. 05-245

PARAGON SANITATION, INC
COMPANY NAME

5401 N. 57th Street

STREET ADDRESS or P.O. BOX

LINCOLN, NE 68507

CITY, STATE ZIP CODE

402- 475-8360

TELEPHONE

Steve A. Hatten
BY (Signature)

STEVE A. HATTEN
(Print Name)

PRESIDENT

(Title)

Sep 27, 2005

(Date)

EMPLOYER'S FEDERAL I.D. NO.

OR SOCIAL SECURITY NUMBER

Steve @ PARAGON SAN.COM

E-MAIL ADDRESS

ESTIMATED DELIVERY DAYS (After receipt of individual orders)

TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: lincoln.ne.gov Keyword: Bid